

[REDACTED]

207554

<b>Customer Name</b>	METROPOLITAN TRANSPORTATION COMMISSION
<b>Contract Type</b>	LEGACY VERIZON
<b>Amendment #</b>	1
<b>Contract ID</b>	147873
<b>CD Received</b>	08/29/2006
<b>Sent Where</b>	Finance
<b>DOA Exceptions</b>	
<b>Approval Dates</b>	
<b>LEGAL</b>	
<b>BD</b>	
<b>PRESALE</b>	
<b>CREDIT EXP</b>	
<b>FILING</b>	

Internal Use Only - Do not present this to the Customer

## Contract Cover Page

<b>IMPORTANT:</b> READ THE GUIDELINES ON PAGE 2. Include all required documents when submitting a Contract Package. ANY MODIFICATION to the contract language, including notes in the margins, results in immediate rejection. COMPLETE THE INFORMATION BELOW & SUBMIT WITH CONTRACT as soon as possible to avoid implementation delays.							
<b>CONTRACT PACKAGE INFORMATION</b>							
Number of pages in this Contract Package (How many pages are you sending via eFax)?							6
<b>AGREEMENT INFORMATION</b>							
Customer	Metropolitan Transportation Commission			NASD ID	40SDCA	Contract ID (if OneView Contract)	n/a
Address	101 5 <sup>th</sup> Street	City	Oakland	State & Zip	CA 94607	Country	USA
Contract Type	Legacy VZ Agreement					eVal ID	Type Here
Document Type	Amendment (incl. customer signed SOFs) ICB Amendment number 2006-377576					Customer Type	Existing Legacy V
Billing Codes - select all applicable	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 3C / 4A <input type="checkbox"/> 4M <input type="checkbox"/> 5V (VZ) <input type="checkbox"/> 5W (Wireless) <input type="checkbox"/> Digex <input type="checkbox"/> EMEA <input type="checkbox"/> EMEA Conferencing <input type="checkbox"/> AP Conferencing						
Senior VP	HARRY COLEMAN						
<b>SALES INFORMATION (AM = Account Manager)</b>							
AM Name	Keith Nagel	Sales Channel	Government and	AM E-Mail	keith.nagel@verizonbusiness.com		
AM Peoplesoft ID	V648511	Telephone #	Type Here	Fax #	916-787-4932		
AM Street Address	2998 Douglas Blvd Ste 322	City	Roseville	State	CA		
Department	Pacific South Central	RevLoc	F02	Branch Name	CA Gov Sales		
Sales Region	David Bickford	Director	Keith Puls	Regional VP	Fred Byeman		
<b>SUPPORT INFORMATION (Check box for primary POC for questions)</b>							
<input checked="" type="checkbox"/> AM (above)	Name	Phone	Email				
<input checked="" type="checkbox"/> AM Manager	David Bickford	916-787-4909	david.bickford@verizonbusiness.com				
<input checked="" type="checkbox"/> Service Manager	Cheryle Fox	916-779-1942	cheryle.fox@verizonbusiness.com				
<input checked="" type="checkbox"/> Sales Specialist	Stephanie McDonald	916-787-4996	stephanie.mcdonald@verizonbusiness.com				
<input type="checkbox"/> (other)	Type Here	Type Here	Type Here				
Pre-Sales Analyst		Type Here	Type Here				
PCM Analyst	Steve Roosa	805-230-3571	steve.roosa@verizonbusiness.com				
Attorney	Type Here	Type Here	Type Here				
If original countersignature is required, provide overnight courier account #							Type Here
<b>BILLING INFORMATION (attach spreadsheet if needed)</b>							
Billing System				Billing ID			
Legacy VZ				64589-001			
Select One				Type Here			
Select One				Type Here			
<b>COMMENTS</b>							

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Contract Cover Page March 2006, Version 6.0  
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VERIZON CONFIDENTIAL

**RECEIVED**  
 AUG 29 2006  
 CONTRACT ADMINISTRATION



## AMENDMENT No.1

Customer Name: Metropolitan Transportation Commission ("Customer")	Main Billing Tel. No:	
and address: 101 8 <sup>th</sup> Street, Oakland, CA 94607	Initial ICB No.	2002-231459
	Amendment ICB No.	2006-377576

THIS AMENDMENT is to the Service Agreement signed by Metropolitan Transportation Commission ("Customer") on December 5, 2002, and by Verizon California Inc. ("Verizon") on December 6, 2002, and filed with the California Public Utilities Commission ("Commission") on December 20, 2002, pursuant to Advice Letter 10324, designated ICB Case No. 2002-231459 (the "Agreement").

Verizon and Customer hereby agree to amend the Agreement as follows provided that this Amendment is effective prior to August 29, 2006:

Section 3 of Exhibit A of the Agreement, entitled "Service or Term Period," is hereby amended to extend the initial Service Period for an additional period of sixty (60) months, so that the term of the Agreement shall expire on June 30, 2011.

Early Termination charges will continue to apply as specified in Service Agreement. Non-recurring charges will not apply to existing Service.

The provisions of this Amendment are subject to compliance with applicable regulatory filing requirements and receipt of any necessary regulatory and other governmental approvals that may be required under applicable law for such provisions to become effective. All of the other terms and conditions of the Agreement will remain in full force and effect except as expressly amended above.

## AGREED AND ACCEPTED:

METROPOLITAN TRANSPORTATION COMMISSION

By \_\_\_\_\_

Name/title Steve Heminger, Executive DirectorDate August 29, 2006Verizon Business Financial Management Corporation  
on behalf of:

VERIZON CALIFORNIA, INC.

By \_\_\_\_\_

Name/title Suleiman Hessami  
Date 8/29/06  
VP Pricing/Contract Management

**Exhibit A**

**Verizon company name:** Verizon California Inc. (referred to in this Exhibit as "Verizon")  
In its capacity as an Incumbent Local Exchange Carrier

**State:** California

**Customer name:** Metropolitan Transportation Commission

**ICB Case No.:** 2002-231459

**Customer must sign and date this Agreement on or before December 20, 2002 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.**

**1. Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
6	511 Abbreviated Dialing Service - per Exchange Area	\$52.00	
1	511 Abbreviated Dialing Service - Service Establishment		\$9,645.00

Verizon shall provide to Customer 511 Abbreviated Dialing Service utilizing Verizon's Advanced Intelligent Network (AIN) platforms. Verizon's AIN platforms will route callers dialing 511 to a local number provided by Customer.

The 511 Abbreviated Dialing Service will route an end-user of Verizon's wireline local exchange service in the exchanges identified in Paragraph 6 below, to a Customer provided automated voice-response system. The Customer provided voice-response system will guide callers through the system that may provide information on local public transportation, carpooling and vanpooling, and bicycling and information on local travel and road conditions.

End users who obtain local exchange service from facilities-based providers other than Verizon (Carriers) (or resellers of such Carriers' service) will not be able to access the Service unless the Carriers have entered into interconnection arrangements with Verizon that includes the connection to this Service or unless such Carriers directly connect to Customer. Verizon is not responsible for ensuring that other Carriers operating within the geographical areas served by Customer do in fact enter into such interconnection arrangement with Verizon or Customer or that their end user customers will be able to use this Service if they have not entered into such interconnection arrangements. Customer shall be solely responsible for entering into any necessary compensation or cost recovery agreements with such Carriers.

A caller dialing 511 from a Verizon payphone served by one of the Central Offices identified in Paragraph 6 herein may be charged for such call. In addition, payphone callers may be charged applicable zone usage measurement (ZUM) or toll charges depending on their location. Such charges to callers are separate and apart from charges covered under this Agreement. Service may be available from non-Verizon payphones only if they have been correctly programmed by the applicable payphone service provider to allow 511 dialing. It is Customer's responsibility to notify such payphone service providers of the possible need to reprogram payphones to allow 511 dialing.

Service is not available to wireless callers or where local calling is restricted (e.g., prisons). Service will not complete calls dialed using 0 + 511, 1 + 511 or payphone calls from a correctional institution or operator assisted calls.

**2. Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be effective when executed. This Agreement and any subsequent amendments shall be filed with the California Public Utilities Commission ("Commission"). This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

**3. Service or Term Period.** Customer shall purchase such Services from the in-service date through June 30, 2006. The in-service date shall be the date, after the effective date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

ICB-gov (060503)  
2002-231459

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VZ Approved To Form: CAK 11/15/02

**4. Termination Charges.** If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

**5. Additional Provisions.**

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date. For purposes of this paragraph only, written notice may be by e-mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. Customer Purchase Orders. The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

**6. Locations.** The Service shall be provided to Customer from the ATN platforms residing in Verizon's Central Offices within agreed upon Exchanges. The Service will be provided from the Central Offices and Exchanges specified below:

Central Office	CLLI Code	Exchange
Blossom Hill	(LSGTCAXA35E)	Los Gatos
Cazadero	(CZDRCAFGDS0)	Cazadero
Kenwood	(KNWDCAXFDS0)	Kenwood
Montebello 1	(LSGTCAXF35K)	Los Gatos
Montebello 2	(LSGTCAXFDS0)	Los Gatos
Morgan Hill	(MRHLCAXFDS0)	Morgan Hill
Mountain	(LSGTCAXGRS1)	Los Gatos
Novato	(NOVTCAXF89K)	Novato
Sea Ranch	(SERNCAXGDS0)	Timber Cove
Timber Cove	(TMCVCAXHRS1)	Timber Cove

